

Customer Agreement

Last updated: August 20, 2026

Unless superseded by a signed master or supply agreement between you ("**Customer**") and CalAmp, these terms and conditions together with the Order Form comprise the Agreement between Customer and CalAmp Wireless Networks Corporation for the purchase and subscriptions of the Offerings and govern Customer's access to and use of the Offerings. These terms and conditions are incorporated into and made part of the Order Form, (collectively, the "**Agreement**").

1. Definitions

- (a) **Application Services** shall mean cloud-based and device-enabled software application(s), platforms, application programming interfaces, web or mobile application(s), including networks, systems, products, or data of CalAmp, its providers and its partners or any third party identified in the Order Form.
- (b) **Authorized End User** shall mean any individual employees, agents, representatives, or contractors who are authorized to use the Application Service by Customer and have been supplied user identifications and passwords by Customer or on Customer's behalf.
- (c) **CalAmp Software** shall mean the Application Services and Licensed Technology and any improvements, modifications, patches, updates, and upgrades thereto that CalAmp develops or provides in connection with this Agreement.
- (d) **Customer Data** shall mean all Customer's information and data captured by Customer's use of Offerings.
- (e) **Defect** shall mean a material defect caused by defective material or workmanship resulting in a failure of the Hardware to substantially conform to the specifications provided in Documentation.
- (f) **Documentation** shall mean the user and/or technical manuals and documentation that describe the use or technical features of the applicable Offerings and other products or services provided under this Agreement.
- (g) **Eligible Organization(s)** shall mean a Customer that is a State or local government unit, educational service district, community action agency, national network transportation services for students, or provider of school bus transportation services as identified on the Order Form.
- (h) **Firmware** shall mean software embedded in the Hardware.
- (i) **Hardware** shall mean CalAmp's tracking and reporting device, including ancillary accessories and other equipment that interfaces with the Application Services as identified in the Order Form.
- (j) **Intellectual Property** shall mean all intangible legal rights, titles and interests evidenced by or embodied in or connected or related to all inventions, patents, patent applications, trademarks, service marks, trade dress, logos, trade names, and corporate names, domain names, any work of authorship, copyrights, trade secrets and all other proprietary rights belonging to a party in whatever form or medium, in each case on a worldwide basis; together with all revisions, extensions, reexaminations, translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith.
- (k) **Licensed Technology** shall mean software and firmware embedded within the Hardware excluding Application Services including Edge Application Development Platform that may be embedded in the Hardware.
- (l) **Third-Party Solutions** shall mean any third-party device, equipment, web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, hardware, or software functionality that is provided by Customer or a third-party and that interoperates and/or exchanges data with Offerings.
- (m) **Offerings** shall mean CalAmp's Hardware, Software and services as specified in the Order Form.
- (n) **Order Form** shall mean a written contractual document under this Agreement, including a CalAmp authorized sales quote or statement of work signed by Customer for purchasing, leasing or licensing of the Offerings or procurement of Professional Services.
- (o) **Professional Services** shall mean professional, consulting, and related services provided by CalAmp to Customer as purchased under an Order Form or a statement of work.
- (p) **Subscription Term** shall have the meaning set forth in the Order Form.
- (q) **Warranty Period** shall have the meaning set forth in **Section 11(a)**.

- 2. **Order Form.** Customer may purchase Offerings or Professional Services under an Order Form. Each Order Form is governed by this Agreement and is non-cancellable once accepted, except as expressly stated in the Agreement, the applicable Order Form, or applicable law. If an Order Form conflicts with this Agreement, the order-of-precedence provision below applies.

3. Grant of Rights.

- (a) **CalAmp License Grant.** Subject to the terms and conditions of this Agreement, CalAmp hereby grants Customer:
 - (i) a limited non-exclusive, non-transferable, non-sublicensable, revocable right and license and to permit Authorized End Users, to access and use the features and functions of the Application Services and Licensed Technology during the Subscription Term. Such use shall be limited to use of the Application Services for the benefit of, or in relation to, the operation of Customer's business. For purpose of this license grant, "Customer" shall include any outsourced or other third-party consultants or similar personnel supporting Customer as part of its typical business practices, acting under Customer's direction and for whom Customer is fully responsible hereunder.
 - (ii) a limited non-exclusive, non-transferable, non-sublicensable, revocable right and license access and use the Firmware and as necessary to sublicense the Firmware to Customer's clients as a part of Customer's resell of CalAmp's Hardware.The grants of rights in this Section (i) continue for the duration of the Subscription Term as identified in the Order Form and (ii) are subject to additional rights and restrictions in this Agreement including **Attachment A, "Specific Terms of Use"** at <https://www.calamp.com/company/legal/>.
- (b) **Restrictions.** Except as expressly permitted under this Agreement, Customer shall not and shall cause its Authorized End Users (to the extent applicable) to not directly or indirectly:
 - (i) authorize or permit use of the Offerings by third parties.
 - (ii) with respect to the CalAmp Software, modify, translate, reverse engineer, decompile, disassemble, or in any manner decode any object code in order to derive, obtain or perceive the source code.
 - (iii) copy, reproduce or create derivative works of the Offerings.
 - (iv) assign, sell, lease, license, transfer, encumber or pledge as security, permit liens against or otherwise convey any rights therein with respect to the Offerings.
 - (v) permit use of the Offerings for the development of new, or the modification of existing products or services, whether offered by Customer or a third-party
 - (vi) permit use of the Offerings for the benefit of any third parties (e.g., in a time share, service bureau or outsourcing relationship) or use other than in the intended manner and
 - (vii) use, duplicate or disclose any technical data or other information pertaining to the Offerings for any purposes.
- (c) **Trials, Evaluations and Pilots.** Offerings acquired under a trial, evaluation, pilot, or beta program are licensed for internal evaluation and testing purposes only and not for commercial use. Any access to the Offerings for purposes of trials, evaluations, pilot, or beta program shall be documented in the Order Form and/or the Documentation. Any such use is at Customer's own risk, and the Offerings do not qualify for maintenance and support services. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, pilot, or beta license, Customer may lose any Customer Data and customizations made during the trial or pilot term.

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- (d) The Offerings may contain certain embedded applications licensed to CalAmp. The right to access and use the embedded applications granted hereunder shall be subject to any underlying license to CalAmp from the third-party licensor of the applicable embedded application, including any open-source license terms with respect to open-source code.

4. Intellectual Property Rights

- (a) **CalAmp Intellectual Property Rights.** CalAmp reserves for itself and without restriction all rights not expressly granted herein to Customer. Without limiting the foregoing, except as specifically set forth in this Agreement, CalAmp or its third-party licensors or vendors own all Intellectual Property right, title, and interest in and to the Offerings, including all improvements, modifications, and derivative works thereto. Customer neither owns nor acquires any rights in or to any of the foregoing except the limited rights of use expressly granted in this Agreement.
- (b) **Customer Data.** As between the parties, Customer retains all right, title, and interest in Customer Data. Customer grants CalAmp and its service providers a non-exclusive, worldwide, royalty-free license during the Term to host, copy, transmit, process, and otherwise use Customer Data only as necessary to provide, secure, support, and improve the Offerings, comply with law, and exercise CalAmp rights under this Agreement. Customer represents that it has all rights and permissions necessary for such processing. Customer will be responsible for third-party claims arising from Customer Data or Customer instructions that violate applicable law or third-party rights.
- (c) **Aggregated and Anonymized Data.** CalAmp may create and use aggregated and anonymized data derived from Customer Data and use of the Offerings for analytics, benchmarking, security, service improvement, product development, and other lawful business purposes, provided the data does not reasonably identify Customer or any individual. CalAmp owns such aggregated and de-identified data and will not attempt to re-identify it.

5. Performance; Third Party Solutions.

- (a) **Performance.** CalAmp may utilize agents and independent subcontractors in the performance of this Agreement.
- (b) **Third-Party Solutions.** Customer may choose to connect the Offerings with third-party products or services. CalAmp is not responsible for third-party products or services and does not warrant their availability, security, or performance. Customer authorizes CalAmp to exchange Customer Data with a selected Third-Party Solution as reasonably necessary to enable the integration. CalAmp remains responsible for the Offerings to the extent a failure is caused solely by CalAmp.

6. Hardware Lease/Purchase and Installation.

- (a) **Hardware Selection and Substitution.** CalAmp will provide Hardware reasonably suitable for the Application Services selected in the applicable Order Form and the vehicle types identified by Customer. Unless the Order Form expressly requires a specific device model, any model number stated in the Order Form is for reference only. CalAmp may replace or substitute Hardware with a functionally equivalent or more capable device that supports the applicable Application Services, provided the substitution does not, by itself, increase Customer fees or materially reduce Customer's applicable warranty or support entitlements. Customer will provide accurate vehicle and equipment information reasonably requested by CalAmp. CalAmp will maintain serial-number and installed-model records for each Customer vehicle and make them available upon reasonable written request.
- (b) **Hardware Purchase.** Unless otherwise expressly identified on the Order Form, all transactions are based on Hardware purchases as described herein. For purchase of Hardware, title to the Hardware or the applicable Third-Party Solutions, and risk of loss or damage will pass to Customer when CalAmp delivers the Hardware or the applicable Third-Party Solutions to the shipping carrier. CalAmp's title and rights to the embedded Licensed Technology and all associated intellectual property rights therein remain with CalAmp and do not transfer to Customer. Unless provided in an Order Form or otherwise agreed in writing, CalAmp will deliver the Hardware and the applicable Third-Party Solutions freight prepaid by CalAmp and billable to Customer.
- (c) **Hardware Lease.** For leases of Hardware, CalAmp is the sole owner and titleholder to the Hardware as applicable, including all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title, or interest in the Hardware, except the right to possession and use as provided in this Agreement. Hardware may consist of new or refurbished parts. Customer will keep the Hardware free and clear of all liens, encumbrances, and security interests, and agrees that CalAmp may file UCC financing statements that include the serial number of the Hardware and other equipment. Customer will use the Hardware in accordance with CalAmp's instructions for use and is responsible for any loss, theft, damage or destruction to the Hardware, reasonable wear and tear excepted.
- (d) **Hardware Installation.** Unless otherwise set forth in an Order Form, Customer shall be solely responsible for (i) installation of the Hardware and ongoing maintenance of any vehicle, asset, or equipment on which Hardware is installed; and (ii) integration of the Hardware with any other hardware and software applications not purchased from CalAmp, any such integration being at Customer's sole risk and cost. If installation is purchased from CalAmp, it will be performed by CalAmp's authorized contractor subject to Customer's compliance with CalAmp's installation process.

7. Support Services and Updates.

- (a) **Support Services.** Support Services are available at: Email: solutionsupport@calamp.com, Monday to Friday 8:00AM to 5:00PM EST. Customer consents to the recording of calls for quality assurance and training.
- (b) **Updates.** Updates and upgrades to the CalAmp Software will be made available when offered to CalAmp's entire subscriber base. Licensed Technology updates or upgrades will be installed by "over the air programming" ("OTAP"). Data network usage for OTAP may exceed the data network communication rate plan selected by Customer and Customer is responsible for any "Overage Fees." Customer agrees to maintain its systems to be compatible with the CalAmp customer-supported browsers, configuration, and other system requirements.

8. Fees Payment and Credit.

- (a) **Fees and Expenses.** The fees and charges for the Offerings are set forth in the Order Form. To the fullest extent permitted by law, fees paid are non-refundable.
- (b) **Invoices.** Unless an Order Form states otherwise, CalAmp may invoice Hardware and other one-time fees upon shipment and Application Services on the earlier of first installation or forty-five (45) days after shipment. Recurring fees are invoiced annually in advance on each Subscription Term anniversary. Customer will pay undisputed invoices within thirty (30) days after the invoice date by electronic funds transfer or another method approved by CalAmp.
- (c) **Late Payments and Suspension.** Undisputed amounts not paid when due may accrue interest at one and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less. After at least ten (10) days written notice, CalAmp may suspend affected Offerings while undisputed amounts remain overdue. Customer remains responsible for fees during a suspension caused by nonpayment.
- (d) **Taxes.** All prices and rates on an Order Form, or for any additional charges due or for services to be provided, do not include present and future personal property, sales, use, excise, GST, Universal Service Charge, value-added, franchise, license, gross receipts or other foreign, federal, state or local fees, taxes, duties or similar taxes or charges, which shall be paid by Customer (except for taxes based on the net income of CalAmp). If applicable, Customer may provide CalAmp with a tax exemption certificate annually that is acceptable to applicable taxing authorities. In the event Customer fails to pay such taxes or fees, CalAmp may, in its absolute sole discretion and without accepting any liability to do so, pay such taxes or fees on Customer's behalf and, in such event, Customer hereby authorizes CalAmp to pay any such taxes or fees on Customer's behalf, and Customer agrees to reimburse CalAmp

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promptly upon demand for the amount of any taxes, fees and charges that CalAmp pays on Customer's behalf. Customer will indemnify and hold CalAmp harmless from all claims, liability and expense arising from Customer's failure to pay any such taxes, including interest, penalties, and similar fees. Taxes associated with the communication network are included in the Order Form but increases in taxes from the wireless telecommunications service provider during the Subscription Term may be passed on and charged to Customer.

- (e) **Invoice Disputes.** Customer must notify CalAmp in writing of a good-faith invoice dispute within thirty (30) days after the invoice date, identify the disputed amount and basis, and timely pay all undisputed amounts. The parties will work in good faith to resolve the dispute. Failure to provide timely notice waives the dispute to the extent permitted by law.
- (f) **Taxes, Tariffs, and Governmental Charges.** If a new or changed tax, tariff, duty, or similar governmental charge imposed after the applicable Order Form materially increases CalAmp direct cost of providing Hardware, CalAmp may pass through the documented increase upon at least thirty (30) days written notice. CalAmp will not apply a markup to the pass-through amount.

9. Term and Termination.

- (a) **Term.** The term of this Agreement begins upon the date on which Customer accepts this Agreement by clicking the box indicating Customer's acceptance, by executing an Order Form or other contract that references this Agreement, by purchasing the Offerings or otherwise entering into an Order Form or other contract with CalAmp, or by otherwise accessing and/or using the Offerings, whichever is the earliest, and shall continue until (i) the Subscription Term expires for the last active Order Form or other contract Customer entered into for the purchase of Offerings or under which Offerings are made available to Customer, (ii) Customer is no longer authorized to access and/or use the Offerings, or (iii) this Agreement is otherwise terminated earlier as provided hereunder, whichever is earliest.
- (b) **Subscription Term and Renewal.** Each Subscription Term is stated in the applicable Order Form and may not be terminated early except as expressly permitted by this Agreement or applicable law. Unless the Order Form states otherwise, the Subscription Term automatically renews for successive twelve (12) month periods unless either party gives at least sixty (60) days written notice of non-renewal. Renewal fees will be CalAmp then-current fees disclosed at least sixty (60) days before renewal.
- (c) **Termination.**
 - (i) **Payment Default.** CalAmp may terminate an affected Order Form if Customer fails to pay an undisputed amount and does not cure the failure within ten (10) business days after written notice. CalAmp may also terminate if Customer fails to permit installation within a commercially reasonable period after delivery and does not cure within ten (10) business days after notice.
 - (ii) **Termination for Cause.** Except for payment defaults governed by Section 9(c)(1), either party may terminate this Agreement or an affected Order Form if the other party materially breaches it and does not cure the breach within thirty (30) days after written notice. Either party may terminate immediately if the other party becomes insolvent, makes a general assignment for creditors, ceases business, or becomes subject to a bankruptcy or receivership proceeding that is not dismissed within sixty (60) days.
- (d) **Effect of Termination.** Termination of one Order Form does not terminate any other Order Form. Upon expiration or termination, Customer will pay all undisputed amounts accrued through the effective date of the termination, and to the extent termination results from Customer's breach or Payment Default, all remaining fees, charges, and other amounts that would have become due during the remainder of the applicable Subscription Term or Order Form term. Each party will remain responsible for obligations that accrued before termination. Provisions that by their nature should survive will survive, including payment, intellectual property, confidentiality, indemnification, limitations of liability, and dispute provisions. Upon termination or expiration of the Agreement or any Order Form:
 - (i) If this Agreement or an Order Form is terminated by CalAmp due to Customer's breach, including a Payment Default, all amounts then due and all remaining fees, charges, and other amounts payable for the remainder of the applicable Subscription Term or Order Form term shall immediately become due and payable, together with any losses, costs, collection expenses, interest, or other amounts recoverable under this Agreement or applicable law.
 - (ii) The rights and license granted to Customer under this Agreement shall terminate immediately with respect to the Application Services; however, shall continue with respect to the Licensed Technology to the extent Customer retains title to the Hardware. Customer acknowledges and agrees that its continued license and use rights of the Licensed Technology as set forth herein is provided "as is" and CalAmp has no liability or responsibility for the operation, support, maintenance, updates, upgrades, or customer support for the Hardware, including the embedded Licensed Technology.
 - (iii) Customer, at its expense, shall return the Hardware in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it, packed and ready for shipment, to such place as CalAmp may specify.
 - (iv) Termination of this Agreement for any reason does not affect the rights and obligations of either party arising prior to termination, including the right to injunctive relief.

10. Eligible Organization.

- (a) **Non-Appropriation.** This provision applies only to Eligible Organizations. The terms of this Agreement and any Order Form for multiple years under this Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any Order Form or other document, Eligible Organization may terminate its obligations under this Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. Eligible Organization shall provide ninety (90) days' notice, if possible, of its intent to terminate this Agreement for non-appropriation. The Eligible Organization shall send to CalAmp notice of its governing body's decision not to appropriate funds for the Offerings for the subsequent fiscal year. Such termination shall relieve the Eligible Organization from any responsibility or liability for the payment of any future Offerings. However, all outstanding invoices from CalAmp will be paid by the Eligible Organization.
- (b) **Additional Hardware Unit Pricing.** Should an Eligible Organization require additional Hardware units to be added during the Subscription Term, the pricing calculation for such add-ons shall be based on the contracted price multiplied by the percentage of the number of months expired since the effective date of the then Subscription Term as follows:

Months Expired	Percentage Multiplier to Contracted Price
0-6	1.00
7-26	1.19
27-36	1.51
37-48	1.76
49+	2.00

The subscription term for the additional Hardware units will be coterminous to the original Subscription Term and subject to the terms of this Agreement.

11. Warranty.

- (a) **Limited Warranty.**
 - (i) **Hardware Purchase.** Unless otherwise specified in an Order Form, the Warranty Period for Hardware purchases shall be twelve (12) months from the date of shipment and in accordance with the Documentation. Notwithstanding the foregoing, the Warranty Period for Hardware purchases shall be the duration of Eligible Organizations' maintaining a valid license or Subscription Term of the Application Services.

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- (ii) **Hardware Lease.** The Warranty Period for Hardware leases/subscription shall be the duration of the Subscription Term.
- (b) **Extended Warranty.** Extended warranty is available and includes 2% onsite spares with spare replacement within five (5) business days from date of RMA process.
- (c) **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE OFFERINGS, THIRD PARTY SOLUTIONS, AND PROFESSIONAL SERVICES, OR ANY OTHER SOFTWARE, CONTENT, DATA, MATERIALS, SERVICES AND/OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CALAMP EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. CalAmp makes no warranty that the Offerings will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. CalAmp makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data. For more information about the CalAmp Hardware warranty and RMA Process, please visit <https://www.calamp.com/support/>.
- 12. Indemnification.**
- (a) By CalAmp. CalAmp will defend Customer against any third-party claim alleging that Customer's authorized use of a CalAmp Product infringes a United States patent, copyright, or trademark, and will indemnify Customer for damages, costs, and reasonable attorneys' fees finally awarded or agreed in a settlement approved by CalAmp. CalAmp has no obligation for a claim arising from: (i) modification or use not authorized by CalAmp; (ii) combination with products, software, services, systems, content, or materials not supplied by CalAmp, where the claim would not otherwise have arisen; (iii) compliance with Customer specifications or instructions; (iv) continued use after CalAmp provides a non-infringing replacement or modification; or (v) open-source components governed by their applicable licenses. For a claim involving multiple products, suppliers, or defendants, CalAmp is responsible only for the portion solely and directly attributable to the applicable CalAmp Product. If a Product becomes, or CalAmp reasonably believes may become, subject to an infringement claim, CalAmp may: (A) obtain the right for Customer to continue using it; (B) replace or modify it so it is non-infringing without materially reducing functionality; or (C) if neither option is commercially reasonable, terminate the affected Product and refund prepaid fees for the unused portion of the applicable Subscription Term after Customer returns CalAmp-owned Hardware.
- (b) By Customer. Customer will defend CalAmp and its affiliates, officers, directors, employees, and agents against third-party claims arising from Customer Data, Customer's unlawful or unauthorized use of the Offerings, Customer's breach of applicable law, or warranties or representations made by Customer regarding CalAmp or the Offerings that CalAmp did not authorize in writing, and will indemnify them for resulting damages, costs, and reasonable attorneys' fees finally awarded or agreed in a settlement approved by Customer.
- (c) Procedure. As a condition to the indemnifying party's obligations under this Section, the indemnified party shall provide prompt written notice of the claim, grant the indemnifying party exclusive control of the defense and settlement of the claim, and provide reasonable cooperation at the indemnifying party's expense. Delay in notice will relieve the indemnifying party of its obligations only to the extent materially prejudiced thereby. The indemnifying party may not settle any claim in a manner that admits fault by, imposes any monetary or non-monetary obligation upon, or fails to fully and unconditionally release the indemnified party without the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed. The indemnified party may participate in the defense of the claim with counsel of its own choosing at its own expense.
- 13. Limitation of Liability.** EXCEPT FOR A PARTY'S FRAUD, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, PAYMENT OBLIGATIONS, OR EXPRESS INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO AN ORDER FORM WILL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THAT ORDER FORM DURING THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR FOR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THEIR POSSIBILITY. NO ACTION MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CLAIM ACCRUES, EXCEPT AN ACTION FOR UNPAID FEES. THESE LIMITATIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 14. Confidential Information.** Each party agrees to treat Confidential Information of the other party as it would treat its own confidential information, but in no event shall a party employ less than a reasonable degree of care in protecting the other party's Confidential Information. Each party agrees to use the other party's Confidential Information only for carrying out its obligations under this Agreement and not to disclose the other party's Confidential Information without the other party's prior written consent or as specified in this Agreement. This Section does not apply to Confidential Information which either party is required to disclose by any applicable Law or legally binding order of any court, or by a lawful requirement of any government or regulatory department, body, instrumentality, ministry, agency, recognized stock exchange or other authority which has jurisdiction over either party; provided, that the receiving party shall promptly notify the disclosing party prior to disclosure in order to provide disclosing party with a reasonable opportunity to protect its Confidential Information by protective order or other means.
- 15. Security; Privacy; Data Processing Addendum and Compliance.**
- (a) **Security.** Customer agrees and understands that it is responsible for maintaining the confidentiality of passwords associated with any account it uses to access the Offerings. Accordingly, Customer agrees that it will be solely responsible to CalAmp for all activities that occur under its account. If Customer becomes aware of any unauthorized use of its password or of its account, it agrees to notify CalAmp immediately at +1 (866) 485-1257 option 3 or +1(866) 796-6842.
- (b) **Privacy and Security.** Each party will comply with applicable privacy and data-protection laws applicable to its performance. CalAmp will maintain reasonable administrative, technical, and physical safeguards designed to protect Customer Data. Customer is responsible for the lawfulness and accuracy of Customer Data, required notices and consents, account credentials, and authorized use of the Offerings.
- (c) **Data Processing Addendum.** CalAmp will process personal data according to the terms of the Data Processing Addendum available at <https://www.calamp.com/company/legal/>.
- (d) **Compliance.** Each party shall cooperate fully to enable the other party to fulfill its obligations under applicable laws and regulations regarding the protection of personal data and to review and adopt requirements imposed on Controllers and Processors by the GDPR, if applicable. In the performance of its obligations under the Agreement, CalAmp shall comply with the applicable relevant legislation and regulations with regards to the protection of personal data relating to the Customer. CalAmp shall process the personal data relating to the Customer exclusively for the Customer's benefit, to the extent necessary for the fulfillment of its obligations under the Agreement. CalAmp shall take appropriate technical and organizational measures to protect the personal data relating to the Customer against unauthorized or unlawful processing.
- 16. Use Of Web Application.** CalAmp maintains a web application that Customer may access in connection with the Offerings Customer purchases from CalAmp or CalAmp's authorized agents. Customer agrees that Customer will not use or attempt to use this web application for any purpose: 1) that is any way unlawful or prohibited, 2) that transmits any unauthorized or unsolicited advertisements, solicitations, schemes, spam, flooding, or other unsolicited e-mail or unsolicited commercial communications, 3) that transmits any viruses, 4) that interferes with CalAmp's network services; 5) that attempts to gain unauthorized access to CalAmp's network services, or 6) that impairs or limits CalAmp's ability to operate this web application or any

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other person's ability to access or use the web application. Customer agrees that Customer will only access or use information related to Customer in accordance with the Offerings Customer purchases, and not for any illegal purposes. Customer agrees that Customer will access this web application at Customer's own risk. CalAmp reserves the right to modify this web application at any time without Customer's consent. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS WEB APPLICATION, SERVER, AND THE INTERNET GENERALLY. CUSTOMER UNDERSTANDS AND AGREES THAT CALAMP WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES RESULTING FROM, OR IN ANY WAY CONNECTED TO, CUSTOMER'S ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON THE WEB APPLICATION OR ANY MATERIALS, INFORMATION, PRODUCTS OR SERVICES OBTAINED OR ACCESSED THROUGH THE WEB APPLICATION. FOR THOSE JURISDICTIONS THAT EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS, THIS LIMITATION SHALL BE CONSTRUED TO PERMIT THE MAXIMUM EXCLUSION OR LIMITATION PERMITTED BY APPLICABLE LAW.

17. Governing Law and Dispute Resolution.

- (a) **Governing Law.** This Agreement will be governed by and interpreted in accordance with the laws of the State of California, United States, without regard to conflicts of law principles. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Any printed or electronic form or copy of this Agreement is admissible in any judicial or administrative proceedings to the same extent as other business documents and records.
- (b) **Dispute Resolution.** Subject to the agreement to arbitrate set forth herein, exclusive jurisdiction and venue for actions arising from or related to this Agreement or Customer's use of the Offerings will be the state and federal courts located in Orange County, California, United States, and both parties' consent to the jurisdiction of such courts with respect to any such actions.

18. General.

- (a) **Force Majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, except that this provision does not excuse Customer payment obligations for Offerings already provided. The affected party will provide prompt notice, use commercially reasonable efforts to mitigate the impact, and resume performance promptly.
- (b) **Assignment.** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, provided that consent shall not be required in conjunction with the merger, transfer or sale of a business unit, a majority of a party's outstanding voting capital stock or substantially all of its assets, or other transaction effecting a change of control, nor is consent required for CalAmp's sale or assignment of accounts receivable or subcontracting any of its performance obligations hereunder. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.
- (c) **Compliance with Laws.** Each party will comply with laws applicable to its performance under this Agreement. Customer is responsible for lawful use of the Offerings, including required notices to drivers, employees, and other individuals regarding tracking and data collection. Customer will not use, export, or re-export the Offerings in violation of applicable trade-control laws.
- (d) **Notices.** Customer may send notices required under this Agreement to CalAmp at the following address:
CalAmp Wireless Networks Corporation
Attention: Legal Department
2200 Faraday Avenue, Suite 220
Carlsbad, CA 92008
USA
With a copy to: Legal@calamp.com
Notices may also be delivered by email to the notice email address specified in the applicable Order Form and will be deemed received on transmission absent notice of delivery failure.
- (e) **No Third-Party Beneficiaries.** This Agreement is intended solely for the benefit of the parties, their successors and permitted assigns. There are no express, implied, legal, or equitable rights or benefits conferred upon any third party.
- (f) **Independent Contractors.** Each party is an independent contractor and not a joint venturer, or agent of the other, and will have no authority to bind the other to any contract or commitment of any type.
- (g) **Publicity.** Neither party may issue a press release or use the other party's name, trademarks, or logos in external marketing without prior written consent, except CalAmp may identify Customer by name and logo in a customer list unless Customer opts out in writing.
- (h) **Order of Precedence.** If there is a conflict, the applicable Order Form controls only for pricing, quantities, Subscription Term, Hardware descriptions, and other transaction-specific commercial terms. This Agreement controls all general legal, operational, warranty, privacy, intellectual property, indemnification, and liability terms. A mutually signed amendment controls solely for its stated subject matter. Customer purchase-order terms are administrative only and do not modify this Agreement.
- (i) **Waivers of Default.** A party's waiver of any breach or default shall not be deemed a waiver or modification of any term or condition of this Agreement, a continuing waiver of such breach or default or a waiver of any other breach or default.
- (j) **Survival.** The expiration or termination of this Agreement shall not terminate vested rights of either party unless this Agreement expressly specifies otherwise, or release either party from any liabilities or obligations incurred prior to expiration or termination, or from obligations which by their express terms or by their nature are intended to survive expiration or termination in order to achieve the intent of the parties.
- (k) **Changes to the Agreement.** No amendment is effective unless in writing and signed by authorized representatives of both parties, except CalAmp may update policies or online terms expressly incorporated into this Agreement to reflect legal, security, technical, or operational changes. Any such update will not materially reduce Customer rights or increase fees during a current Subscription Term, and CalAmp will provide reasonable notice of material changes.
- (l) **Headings.** Section headings are solely for the convenience of the parties and shall not affect the meaning or interpretation of any term or condition of this Agreement.
- (m) **Entire Agreement.** This Agreement, all Order Forms, and mutually signed amendments constitute the parties' entire agreement concerning the Offerings and supersede prior proposals, discussions, and communications on that subject. Neither party relies on statements not expressly included in these documents.
- (n) **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court or other forum of competent jurisdiction, such invalidity or unenforceability shall not invalidate or render unenforceable the entirety of this Agreement. Unless a failure of consideration would result, the invalid or unenforceable provision will be deemed revised to the minimum extent necessary in order to make this Agreement valid and enforceable (provided this Agreement as revised continues to substantially reflect its original intent).